

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Land Acquisition for the Anchor Road Drainage Improvement Project (CIP # 00209102), Stevens Property

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-503-0D00-0020, a vacant lot consisting of a total of .41 acre for a purchase price of \$88,000.00, owned by Willie and Burney Stevens, 714 West 109th Place, Los Angeles, CA 90044. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 00209102).

District 4 Carlton D. Henley

Meloney Lung

BACKGROUND:

In May 2006, Public Works staff and their engineering consultant for the Anchor Road Drainage Improvement Project (CIP # 00209102) identified three (3) properties as possible sites for the construction of the pond project. Staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with two (2) of the three (3) property owners. Public Works and their engineering consultant have confirmed that the size of the negotiated pond sites meet the permitting requirements and will be suitable for construction of the pond. This work is part of the City of Casselberry and the County's joint project that includes multiple funding sources from the City, Seminole County and a Community Development Block Grant (CDBG).

On July 18, 2008, Public Works performed an internal appraisal of the property, Parcel # 18-21-30-503-0D00-0020, identified as one (1) of the (2) parcels suitable for the construction of the pond project. An appraised value of \$74,740 was determined.

Parcel # 18-21-30-503-0D00-0020 is owned by Willie and Burney Stevens who have indicated that they agree to the negotiated selling price of \$88,000.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-503-0D00-0020, a vacant lot consisting of a total of .41 acre for a purchase price of \$88,000.00, owned by Willie and Burney Stevens, 714 West 109th Place, Los Angeles, CA 90044. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 00209102).

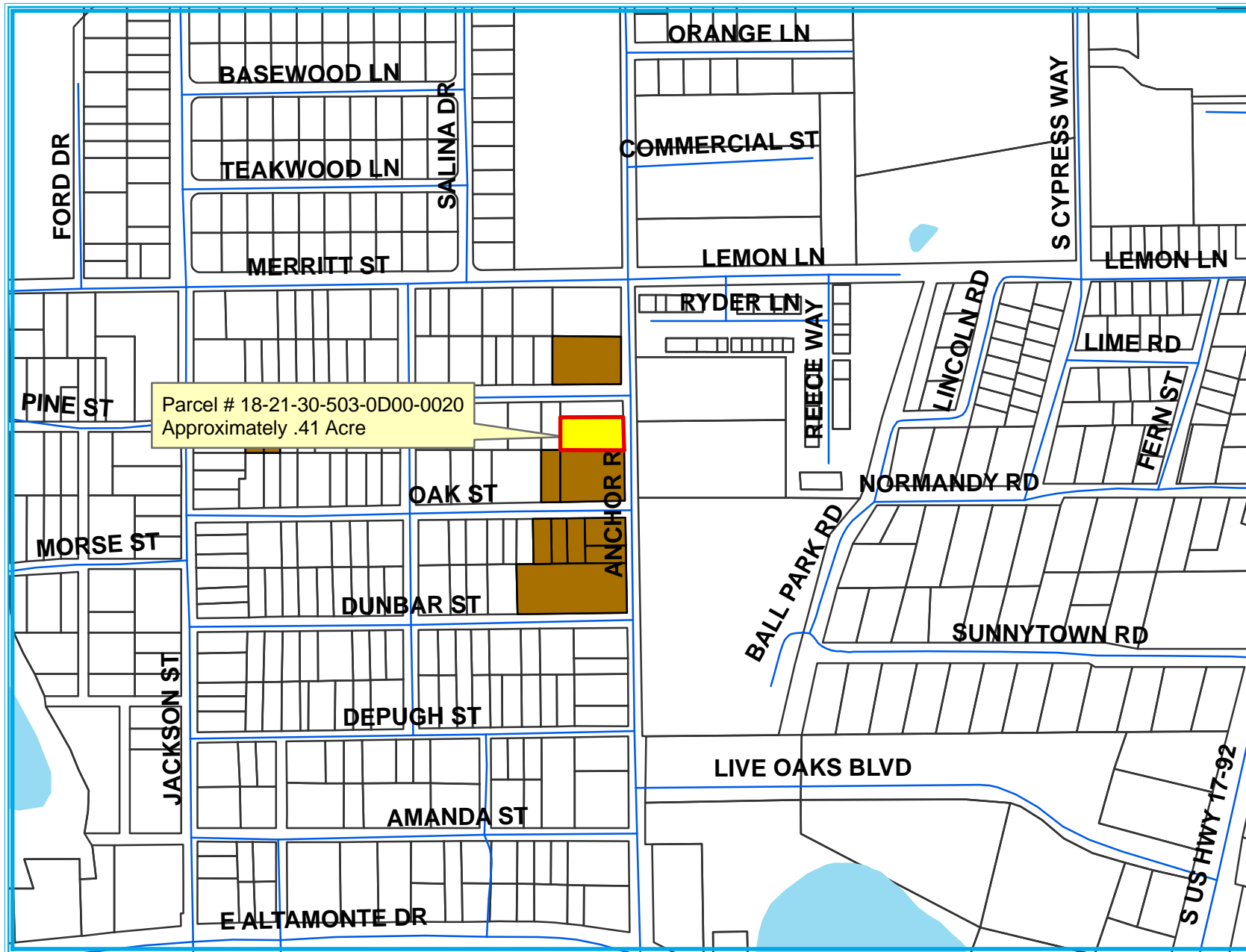
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:

☐ Budget Review (Fredrik Coulter, Lisa Spriggs)

GIS Map of Property Owned By Willie and Burney Stevens



CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this 25th day of September, 2008, by and between **WILLIE STEVENS and BURNEY STEVENS**, a married couple, whose address is 714 West 109th Place, Los Angeles, **California 90044**, hereinafter referred to as "SELLERS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "PURCHASER".

SECTION 1. SALE. SELLERS agree to sell and PURCHASER agrees to purchase the following described real estate located at 180 Anchor Road, Altamonte Springs, Florida, along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

LOTS 2 AND 3, BLOCK D, FIRST ADDITION TO GROVE TERRACE,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7,
PAGE 48, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel I.D. #18-21-30-503-0D00-0020

SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price is EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00), payable to SELLERS in cash or by certified funds at closing.

SECTION 3. TITLE INSURANCE. PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLERS in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

SECTION 4. DEED. SELLERS agree, on full payment of the purchase price of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00), to

make, execute and deliver to PURCHASER a Warranty Deed to the premises.

SECTION 5. CLOSING/COSTS. This Contract shall be considered by the Seminole County Board of County Commissioners (BCC) for approval within thirty (30) days of the PURCHASER's receipt of the Contract executed by the SELLERS. Closing will take place in the office of the PURCHASER's Closing Agent no later than sixty (60) days after approval of the Contract by the BCC. All closing costs shall be paid by the SELLERS, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees and the PURCHASER's share of pro-rata property taxes, if any, outstanding up to and including the date of closing. The aforementioned costs and pro-rata real estate taxes shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLERS. The SELLERS covenant that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the SELLERS. At the closing, SELLERS will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLERS with payment of the full purchase price.

SECTION 6. SELLERS' INDEMNIFICATION. The SELLERS agree to indemnify and hold harmless the PURCHASER, its officers, employees and agents from any and all claims, losses, damages, or lawsuits for damages arising out of the SELLERS' occupation and/or use of the property, whenever said claim may arise.

SECTION 7. ASSIGNMENTS. This Contract shall not be assignable.

SECTION 8. SELLERS' WARRANTY. SELLERS warrant that there are no facts known to SELLERS materially affecting the value of the property which have not been disclosed to PURCHASER.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

Cassandra S. Stevens
Witness
CASSANDRA S. STEVENS
Print Name
Cynthia D. Stevens
Witness
Cynthia D. Stevens
Print Name

By: Willie C. Stevens
WILLIE STEVENS

Date: 9/25/08

Cassandra S. Stevens
Witness
CASSANDRA S. STEVENS
Print Name
Cynthia D. Stevens
Witness
Cynthia D. Stevens
Print Name

By: Burney Stevens
BURN EY STEVENS

Date: 9/25/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk
5/6/08

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